

APPENDIX

Provisions in the 1968 National Bituminous Coal Wage Agreement for Settlement of Local and District Disputes

Should differences arise between the Mine Workers and the operators as to the meaning and application of the provisions of this agreement, or should differences arise about matters not specifically mentioned in this agreement, or should any local trouble of any kind arise at the mine, an earnest effort shall be made to settle such differences immediately: (The parties will not be represented by legal counsel at any of the steps below.)

1. Between the aggrieved party and the mine management.

2. Through the management of the mine and the mine committee.

3. Through district representatives of the United Mine Workers of America and a commissioner representative (where employed) of the coal company.

4. By a board consisting of four members, two of whom shall be designated by the Mine Workers and two by the operators. Neither the Mine Workers' representatives on the board nor the operators' representatives on the board shall be the same persons who participated in steps (1), (2), or (3) of this procedure.

5. Should the board fail to agree the matter shall, within twenty (20) days after decision by the board, be referred to an umpire to be mutually agreed upon by the operator or operators affected and by the duly designated representatives of the United Mine Workers of America, and the umpire so agreed upon shall expeditiously and without delay decide said case. The decision of the umpire shall be final. Expenses and salary incident to the services of an

umpire shall be paid equally by the operator or operators affected and by the Mine Workers.

A decision reached at any stage of the proceedings above outlined shall be binding on both parties hereto and shall not be subject to reopening by any other party or branch of either association except by mutual agreement.

Article XVII. Provisions in the 1971 National Bituminous Coal Wage Agreement for Settlement of Disputes

Section (a) Mine Committee

A committee of three employees shall be elected at each mine by the employees at such mine. Each member of the mine committee shall be an employee of the mine at which he is a committee member, and shall be eligible to serve as a committee member only so long as he continues to be an employee of said mine. The duties of the mine committee shall be confined to the adjustment of disputes arising out of this agreement that the mine management and the employee or employees have failed to adjust. The mine committee shall have no other authority or exercise any other control, nor in any way interfere with the operation of the mine; for violation of this section any and all members of the committee may be removed from the committee. (1941)

Section (b) Grievance Procedure

Should differences arise between the Mine Workers and the Employer as to the meaning and application of the provisions of this agreement, or should differences arise about matters not specifically mentioned in this agreement, or should any local trouble of any kind arise at the mine, an earnest effort shall be made to settle such differences at the earliest practicable time. (The parties will not be represented by legal counsel at any of the steps below.):

(1) By the aggrieved party and his foreman who shall have authority to settle the complaint. Any grievance

which is not filed by the aggrieved party within fifteen calendar days after he reasonably should have known of such grievance shall be considered invalid and not subject to further prosecution under the grievance machinery.

(2) If no agreement is reached, the grievance shall be taken up by the mine committee and the mine management within five calendar days of the conclusion of step 1. A standard grievance form shall be completed and jointly signed by the parties to the grievance. Such a form will be agreed upon by the parties.

(3) If no agreement is reached, the grievance shall be taken up by the UMW district representative and a designated representative of the Employer within ten calendar days of the conclusion of step 2.

(4) If no agreement is reached, the grievance shall be taken up by the Board within ten calendar days of the conclusion of step 3 or in discharge cases within five calendar days of notice of appeal. The Board shall consist of four members, two of whom shall be designated by the Union and two by the Employer. Neither the Union's representatives on the Board nor the Employer's representatives on the Board shall be the same persons who participated in steps 1, 2, or 3 of this procedure.

(5) Should the Board fail to agree the matter shall, within ten calendar days after decision by the Board, be referred to an umpire who shall expeditiously and without delay decide said case. The decision of the umpire shall be final. Expenses and fees incident to the services of an umpire shall be paid equally by the Employer or Employers affected and by the Union.

The grievant shall have the right to be present at each step, if he so desires, of the foregoing procedures until such time as all evidence is taken. A decision reached at any stage prior to step 5 of the proceedings above outlined

shall be reduced to writing and signed by both parties. The decision shall be binding on both parties and shall not be subject to reopening except by mutual agreement.

*Section (c) Joint Committee on
Arbitration Procedure*

A committee of equal representation from the Employers and the Union will be appointed immediately after the execution of this agreement to study the feasibility of a permanent or chief umpire and/or a panel of umpires to arbitrate disputes which may arise under the terms of the agreement.

The committee will examine methods of selection, tenure, compensation and related matters and will complete its report and recommendations no later than April 1, 1972.

**Article III. Provisions in the 1971 National Bituminous Coal
Wage Agreement for Health and Safety**

*Section (a) Federal Mine Health
and Safety Act of 1969*

The parties to this contract, finding themselves in complete accord with the FINDINGS AND PURPOSE declared by the United States Congress in section 2 of the Federal Coal Mine Health and Safety Act of 1969 do hereby affirm and subscribe to the principles as set forth in such section of the act.

(1) In consequence of this affirmation the parties not only accept their several responsibilities, obligations, and duties imposed by the Federal Coal Mine Health and Safety Act, but freely resolve to cooperate among each other and with the responsible officials of federal and state governments in determined efforts to achieve greatly improved performance in coal mine health and safety.

(2) Neither party waives or repudiates any administrative, procedural, legislative, or judicial rights under or relating to the Federal Coal Mine Health and Safety Act of 1969.

Section (b) Mine Safety Code

The Federal Mine Safety Code for Bituminous Coal and Lignite Mines of the United States, Part I—underground mines, and Part II—strip mines, promulgated and approved October 8, 1953 by the Secretary of the Interior is hereby adopted and incorporated by reference in this contract as an additional code for health and safety in bituminous and lignite mines of the parties of the first part. Provided, however, if such provisions of the October 8, 1953 Code as they exist on October 1, 1971 or during the period of this agreement become superseded, nullified or rendered void as a consequence of any provision of the act, they are no longer in effect as Code provisions.

Section (c) Code Enforcement

(1) Reports of the federal coal mine inspectors: Whenever inspectors of the United States Bureau of Mines, in making their inspections in accordance with authority as provided in the Federal Coal Mine Health and Safety Act of 1969 find there are violations of the Federal Mine Safety Code and make recommendations for the elimination of such noncompliance, the operators shall promptly comply with such recommendations, except as modified in subsection (2) of this section.

(2) Whenever either party to the contract feels that compliance with the recommendations of the federal mine inspectors as provided in subsection (c)(1) hereof would cause irreparable damage or great injustice, they may appeal such recommendation to the Joint Industry Health and Safety Committee as provided in section (e).

Section (d) Review and Revision

In order to carry out the intent and purposes of the agreement as expressed in section (a) hereof, it is agreed that duly designated representatives of the Union and the Employers shall seek joint consultations with the United States Bureau of Mines and/or designated representatives

of the Secretary of Health, Education, and Welfare looking toward review and appropriate development and revision of improved mandatory health and safety standards as provided in section 101 of the act. They may seek such joint consultations with the United States Bureau of Mines for discussion of the technical aspects of petitions by the Employer or the Union as provided in section 301(c) of the act.

*Section (e) Joint Industry Health
and Safety Committee*

There is hereby established under this agreement a Joint Industry Health and Safety Committee composed of six members, three of whom will be appointed by the Union with one of the three having special knowledge and expertise in coal mine health matters, and three of whom will be appointed by the Employers with one of the three having special knowledge and expertise in coal mine health matters. The duties of this committee shall be to: (1) arbitrate any appeal which is filed with it by any Employer or any employee who feels that any reported violations of the Code and recommendation of compliance by a federal coal mine inspector pursuant to subsection (c)(1) herein has not been justly reported or that the action required of him to correct the violation would subject him to irreparable damage or great injustice; (2) consult with the United States Bureau of Mines and/or representatives of the Secretary of Health, Education, and Welfare in accordance with the provisions of section (d) hereof; and (3) function as prescribed in subsection (h)(4) hereof.

Section (f) Mine Health and Safety Committee

At each mine there shall be a mine health and safety committee made up of miners employed at the mine who are qualified by mining experience or training and selected by the local union. The local union shall inform the Em-

ployer the names of the committee members. The committee members while engaged in the performance of their duties, with the following exception, shall be paid by the local union: When the mine health and safety committee is making or participating in an investigation of an explosion and/or a disaster including any mine fatality, they shall be paid by the Employer at their regular rate of pay (including any applicable premium rates) for the hours spent making or participating in such investigation, provided there is not a more favorable local agreement or practice already in effect. The committee at all times shall be deemed to be acting within the scope of their employment in the mine within the meaning of the applicable workmen's compensation law.

*Section (g) Mine Health and Safety
Committee Inspections*

(1) The mine health and safety committee may inspect any portion of a mine and surface installations connected therewith. If the committee believes conditions found endanger the lives and bodies of the employees, it shall report its findings and recommendations to the Employer. In those special instances where the committee believes an imminent danger exists and the committee recommends that the Employer remove all employees from the involved area, the Employer is required to follow the recommendations of the committee.

(2) While making inspections, the mine health and safety committee shall be accompanied by a representative of the Employer.

(3) If the mine health and safety committee in closing down an area of the mine acts arbitrarily and capriciously, members of such committee may be removed from the committee. Grievance that may arise as a result of a request for removal of a member of the health and safety committee under this section shall be handled in accordance

with the provisions of article XVII entitled "Settlement of Disputes."

(4) The mine health and safety committee and the Employer shall maintain such records concerning inspections, findings, recommendations, and actions relating to this provision of the agreement as may be required, and copies of all reports made by the mine health and safety committee shall be filed with the Employer.

*Section (h) Settlement of Health
or Safety Disputes*

When a dispute arises at the mine involving health or safety, an immediate, earnest and sincere effort shall be made to resolve the matter through the following steps:

- (1) By the mine management and the mine health and safety committee.
- (2) By the United Mine Workers of America district safety coordinator or an alternate designated by the United Mine Workers of America Safety Director and a representative designated by the Employer. Failing to resolve the issue, they shall immediately call in for consultation a representative of the United States Bureau of Mines and/or the appropriate state agency in a further attempt to resolve the issue.
- (3) By the United Mine Workers of America Safety Director or his representative and a representative designated by the Employer.
- (4) By the Joint Industry Health and Safety Committee which for the purposes of this step shall employ a special structure and procedures as set forth below:
 - (A) The six regular committee members shall select a neutral chairman having special

knowledge in matters of coal mine health and/or safety. The selection must be made immediately following referral of a dispute. The regular committee shall adopt procedures that will insure such timely selection.

- (B) The neutral chairman and either four or six regular members equally representing the United Mine Workers of America and the Employers shall constitute a quorum. When a dispute involves health issues, two of the regular members must be those designated in section (e) hereof who have special knowledge and expertise in coal mine health matters.
- (C) Decisions shall be reached not later than five days following referral to the committee. Such decisions shall be by majority vote and shall be binding upon the parties involved in the dispute.
- (D) Costs of the neutral chairman shall be borne equally by the parties.

Section (i) Safety Rules and Regulations

Reasonable rules and regulations of the Employer, not inconsistent with federal and state laws, for the protection of the persons of the employees and the preservation of property shall be complied with. (1941)

Section (j) Physical Examination

Physical examination, required as a condition of or in employment, shall not be used other than to determine the physical condition or to contribute to the health and well-being of the employee or employees. The retention or dis-

placement of employees because of physical conditions shall not be used for the purpose of effecting discrimination. (1941)

Section (k) Engineer and Pumper Duties

When required by the Employer, engineers, pumpers, firemen, power plant and substation attendants shall under no conditions suspend work but shall at all times protect all the Employer's property under their care, and operate fans and pumps and lower and hoist persons or supplies as may be required to protect the Employer's coal mine and other related facilities. (1941)

Section (l) Minimum Age

No person under 18 years of age shall be employed inside any mine nor in hazardous occupations outside any mine; provided, however, that where a state law provides a higher minimum age, the state law shall govern. (1941)

*Section (m) Safety Equipment and
Protective Clothing Allowance*

Safety equipment and devices, including electric cap lamps, shall be furnished by the Employer without charge. This shall not include, however, personal wearing apparel such as hats, clothing, shoes and goggles. (1946) In lieu of supplying such personal wearing apparel, the Employer shall pay each employee an annual protective clothing allowance. The protective clothing allowance will be \$10 effective November 12, 1972 and \$20 effective November 12, 1973. The allowance will be paid to each employee with the first payment of wages to which he is entitled following the effective date of the allowance.

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*Section (n) Workmen's Compensation
and Occupational Disease*

Each Employer who is a party to this agreement will provide the protection and coverage of the benefits under workmen's compensation and occupational disease laws, whether compulsory or elective, existing in the states in which the respective employees are employed. Refusal of any Employer to carry out this direction shall be deemed a violation of this agreement. Notice of compliance with this section shall be posted at the mine.